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FIRST CENTRUM CORPORATION

21400 Ridgetop Circle, Suite 250 - Sterling, Virginia 20166
Telephone (703) 406-3471 Facsimile (703) 406-3471

July 8, 1996

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, NW, Room 222
Washington, DC 20554

RECEIVED
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FCC
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Re: Restrictions on Over-The-Air Reception Devices, CS Docket No. 96-83, and Preemption of Local Zoning Regulation of Satellite Earth Stations, IB Docket No. 95-59

Dear Mr. Caton:

We write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

First Centrum Corporation and affiliates own over 170 multi-unit, residential apartment buildings. Consequently, we have entered into thousands of leases with our residents. We are concerned that our leases might contain terms that are "nongovernmental restrictions" that "impair" viewing, but we do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with our residents.

We would appreciate your guidance in determining which provisions of our lease contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose in our circumstances.

Accordingly, we enclose copies of two of our representative lease forms. Please read them and let us know which terms of the enclosed forms would violate either of the proposed rules.

Thank you for your assistance.

Very truly yours,

FIRST CENTRUM CORPORATION

Mark L. Weshinskey
President

Enclosures

Handwritten initials "O+L3" and other markings.

RECEIVED
JUL 9 1996
FCC MAIL ROOM

RENTAL AGREEMENT

This Agreement, made this _____ day of _____, 19____, between BOSTON FINANCIAL PROPERTY MANAGEMENT (hereinafter referred to as "Management"), as agent for Albany Spring Limited Partnership, the Owner of the Development and _____ (hereinafter referred to as "Resident"). Management rents to Resident and Resident rents from Management the following apartment upon the terms and conditions hereinafter set forth:

Name of Development: Albany Spring

Apartment Address: _____

Building Number: _____ Apartment Number: _____

1. Term: The initial term of this Agreement shall be for _____ months, beginning _____, 19____, and ending _____, 19____, at 12 noon.

2. Possession: If there is a delay in delivery of possession by Management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of the initial term, then Resident may void this Agreement and have full refund of the security deposit as Resident's sole remedy hereunder. Management shall not be liable for damages for delay in delivery of possession.

3. Rent: Resident's rent for Apartment, shall be \$_____ per month payable at the office of Management or such other place as Management may designate. Resident's rent shall be payable in advance on the first day of each month. Rent for any partial month shall be prorated on a daily basis at the rate of \$_____ per day.

If this Agreement is executed by more than one person, ("Residents"), such Residents agree to make a single rental payment notwithstanding that such residents shall be jointly and severally liable for the payment of rent and for all other obligations under this Agreement.

4. Late Charge and Returned Checks: Time is of the essence of the Agreement, and if Management elects to accept rent after the 5th day of the month, a late charge of Twenty-five Dollars (\$25.00) plus \$1.00 a day thereafter will be due as additional rent. In the event any check given by Resident to Management is returned by the bank unpaid, Resident shall pay to Management, as additional rent, a handling charge of Thirty dollars (\$30.00). This charge will be waived if the bank verifies, in writing, that the check was returned due to their error.

5. Security Deposit: Management acknowledges receipt from Resident of \$_____ prior to Resident taking possession of Apartment, to be held by Management during the term hereof, or any extension or renewal, as security for the fulfillment of all obligations to be performed by Resident under this Agreement.

Management agrees to hold the security deposit in escrow account number _____ with _____ located at _____. Management has the option, but not the obligation, to establish and maintain such escrow account as an interest bearing account, however, Resident shall have no claim or right to any interest earned on such account.

Management shall, within one (1) month after termination of this Agreement or the surrender and acceptance of Apartment, whichever occurs last, return said security deposit provided that (i) the term hereof has expired or this Agreement has been terminated by Management and Resident, and (ii) all moneys due Management by Resident have been paid, and (iii) Apartment is not damaged and is left in its original condition, normal wear and tear excepted. Management may apply said security deposit to satisfy all or part of Resident's obligations under this Agreement; provided, however, such application of the security deposit shall not prevent Management from claiming damages in excess of the security deposit.

Resident understands that the security deposit does not constitute payment of rent nor will it be applied towards any future rent, and also agrees to pay sixty-five dollars (\$65.00) for re-keying locks if all keys are not returned.

6. Disclosures: Boston Financial Property Management _____, is authorized to act on behalf of the Owner with respect to this Agreement, to manage the Development, and is Management's duly designated agent for service of process, demand and notice with respect to any matter arising under this Agreement.

7. Early Termination: Resident may terminate this Agreement before the expiration of the initial term by (i) giving Management thirty (30) days written notice on the first day of a calendar month only, plus (ii) paying all moneys due through date of termination, plus (iii) paying an amount equal to one month's rent as a cancellation fee, plus (iv) paying a refurbishment fee of \$400.00.

8. Resident Agrees: (a) to pay rent on the first day of the month. It is understood that failure to pay rent when due constitutes a breach of this Agreement sufficient to justify its termination.

(b) To maintain Apartment and all property belonging to Management in tenantable order and in clean condition, reasonable wear and tear excepted.

(c) To pay amounts due for repairs for property damage, reasonable wear and tear excepted, caused by the intentional or negligent conduct of Resident, a member of Resident's household, or guest, upon receipt of a bill from Management. The written bill sent to Resident shall include the items of damage, the corrective action taken, and the cost thereof.

(d) To report promptly to Management any maintenance problems and damage to Apartment.

(e) Not to assign or sublet Apartment, nor without the prior written consent of Management, permit occupancy in Apartment, other than on a temporary basis, by persons not listed in Paragraph 21 of this Agreement. For the purposes of this Paragraph, temporary shall mean occupancy of ten (10) days or less by any one person in a calendar month.

(f) Not to paint, decorate, or otherwise embellish and/or change or make any additions or alterations to Apartment without the prior written consent of Management.

(g) To use Apartment for a private dwelling and for no other purpose without the prior written consent of Management.

(h) That Management may enter Apartment to make repairs thereto, to make preventive maintenance inspections, to exterminate, to show Apartment to prospective tenants.

(i) Not to maintain pets or animals in Apartment or on adjoining property of Management without the prior written consent of Management. Resident agrees to pay Management \$300.00 on demand for any animal found in Apartment without a pet agreement and agrees to move such animal if so requested by Management.

(j) Not to create or allow to be created by Resident, members of Resident's household, Resident's relatives, guests, invitees, or agents, any unlawful, noisy, or otherwise offensive use of Apartment or any portion of the Development; not to commit any disturbance or nuisance private or public, not to obstruct free use of access of common areas.

(k) To obey the Rules and Regulations of the Development which by this reference are incorporated into this Agreement and made a part hereof.

(l) To request and obtain written permission from Management in advance of any increase in household size for reasons other than the birth or adoption of a child, submitting at the time of the request a revised application for residency, including the proposed new household member(s). Failure to obtain such permission from Management shall be sufficient grounds for Management to terminate this Agreement as hereinafter specified.

(m) That locks shall not be changed, altered, replaced, or added by Resident without the written permission of Management. Any locks so permitted to be installed shall become the property of Management and shall not be removed by Resident. Resident shall promptly give a duplicate key to any such changed, altered, replaced, or added lock to Management. Upon expiration or sooner termination of this Agreement, Resident shall deliver the keys of Apartment to Management.

(n) To comply with all state, county, and municipal laws and ordinances.

(o) Not to use Apartment or permit it to be used for any disorderly or unlawful purpose or in a manner so as to interfere with other resident's quiet enjoyment of their apartments.

(p) That resident accepts Apartment in an "AS IS" condition.

(q) That Resident will not store goods of any kind or description in Apartment, or any storage area, which are combustible or which might increase the risk of fire.

(r) That Resident will not place or erect radio or television aerials on the roof or exterior of buildings.

(s) All drapes and shades installed by Resident will be lined in white to present a uniform exterior appearance.

(t) That Resident will not have or keep any waterbed in Apartment without Management's prior written consent.

9. Property Loss: Resident agrees that neither Management, Owner, nor their agents and employees, shall be liable for the loss, theft, destruction, or damage to Resident's personal property, whether same is located in Apartment or otherwise stored or located in the Development, except where such loss, theft, destruction, or damage is caused by the sole negligence of Management, Owner, or their agents or employees. Management encourages Resident to obtain insurance on such property for protection against theft, loss, or other casualty. Resident acknowledges that Management does not provide insurance for Resident's personal property located in Apartment or otherwise stored or located in the Development.

10. Fire and Condemnation: If Apartment shall, during the term hereof or any renewal, become uninhabitable as a result of fire or other casualty not caused by Resident, a member of Resident's household, or Resident's invitees, guests, or agents, or as a result of condemnation, this Agreement shall terminate as of the last day of the month during which such fire or casualty occurs, or the condemning authority takes possession.

11. Default by Resident: If Resident fails to pay any rent or other charges as and when due, or if Resident abandons Apartment or fails to perform any of its obligations hereunder, or if any facts contained in Resident's rental application are false or misleading, or if Resident is adjudicated bankrupt, or if a permanent receiver is appointed for Resident's property, or if, whether voluntarily or involuntarily, Resident takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or part thereof is, or is proposed to be, reduced or payment thereof deferred, or if Apartment or Resident's effects or interest therein should be levied upon or attached under process against Resident, then, and upon the occurrence of any said events, Resident shall be in default hereunder and then, at the election of Management, all of the remaining installments shall at once become due and payable and Management may treat them as due and payable without notice to Resident. Resident hereby waives notice of any default of this contract. In the event of any bankruptcy action against Resident, Management agrees to claim full exemptions and Resident hereby appoints Management as his true and lawful attorney in fact to claim and collect Resident's said exemption in the event Resident fails to claim same and to apply the same on the payment of rent and other charges due under this Agreement, and Resident hereby assigns to Management so much of said exemption as will pay the rent due under this Agreement and all other charges. Further, if the Resident shall be in default as provided herein and Management at its option, may at once without prior notice or demand of any type, terminate this Agreement by giving written notice to Resident and Resident shall surrender possession of Apartment to Management upon the effective date of such termination. At such time Management, as Resident's agent, may enter upon and take possession of Apartment, and remove all persons and property therefrom, and Resident shall be liable to Management for the deficiency, if any, between Resident's rent hereunder and the price obtained by Management for any new leasing of Apartment, after deduction of Management's expenses incurred in releasing, repairing, refurbishing, cleaning, painting, or otherwise making Apartment leasable or tenantable. Any action hereunder by Management shall not prejudice any rights of action against Resident as provided in this Agreement or by law, and Management shall not be guilty of trespass or forcible entry, or any other wrongful act, or for any damages to Resident's property occurring as a result of such reentry and repossession of Apartment by Management.

12. Holding Over: Resident shall deliver possession of Apartment in good order and repair to management upon termination of this Agreement, reasonable wear and tear excepted. Should Resident fail to do so, Resident agrees to pay Management an amount equal to three times the existing rental rate, prorated by the day, for each day held over and beyond the termination of this Agreement.

13. Abandonment: If resident removes or attempts to remove property from Apartment other than in the usual course of continuing occupancy, without having first paid Management all moneys due, Apartment and all property left therein, may, at the sole discretion of Management, be considered abandoned, and Management shall have the right, without notice, to store or dispose of any of Resident's property remaining in or about the Apartment after the termination of the Agreement. Any property not so removed shall be deemed to have been abandoned by Resident any may be retained or disposed of by Management as Management shall desire without any obligation to account therefor to Resident. Resident hereby releases, holds harmless, and indemnifies Management from and against any and all claims to said property, or brought against Management, Owner, or their agents or employees with respect to such property to include and claims by Resident.

14. Protective Devices: Should Apartment contain protective devices, such as, but not limited to, locks, alarms, smoke detectors, (either electrical or battery operated) or fire extinguishers, it shall be the sole responsibility of Resident to examine and to test such device(s), to insure their proper working order and immediately notify Management of any maintenance, repair, or replacement needed with respect to such devices. Management does not warrant such devices and Resident agrees that neither Management nor the Owner, their agents or employees, shall be responsible for any malfunction of such device(s). Resident shall indemnify Management and Owner for any personal injury, including death, property damage, or loss of use thereof resulting from misuse of, damage to, or failure on Resident's part to report any needed repair or replacement of such protective devices.

15. Repairs: Resident agrees to provide Management with written notice of any defect or problem on, in, or about Apartment or the adjoining premises. Management will make necessary repairs with reasonable promptness after receipt of such notice from Resident. If any damage, beyond normal wear and tear, is caused by Resident, members of Resident's household, Resident's guests, invitees, or licensees, Resident agrees to immediately reimburse Management for such costs of repair and/or replacement of property; such costs are to be considered as additional rent. Resident may not remodel or structurally change Apartment nor move any fixture therefrom without the prior written consent of Management, and any remodeling or change shall become the property of Management.

16. Parking: No boat, trailer, motorcycle, camper, van, or truck larger than one and one-half ton pickup truck, or any inoperable vehicle of any description, may be parked or left in the Development without the prior written consent of Management. All automobiles owned by Resident must be registered with Management. All boats, trailers, motorcycles, campers, vans, or trucks parked or left in the Development to which Management has consented must have the current state motor vehicle license plates. All unauthorized vehicles will be towed away at the owner's expense.

17. Recreation and Service Area: Resident agrees to abide by all rules and regulations now or hereafter established for the use of areas designated for parking, service, laundry, swimming, and all other recreational areas, facilities, or equipment, if any, provided by Management, Owner, and their agents and employees. Resident agrees that all such rules and regulations are a part of and are hereby incorporated into this Agreement. Resident shall advise members of Resident's household, Resident's guests, invitees, and licensees of such rules and regulations, and that such facilities, equipment, or areas shall be used solely at such person's and Resident's sole risk. Resident shall be liable for and hereby indemnifies and holds Owner, Management, and their agents and employees harmless against any and all liability, claims, losses, demands, and suits and any and all related costs and expenses of every kind on account or arising out of (i) any failure of Resident, member of Resident's household, Resident's licensees, guests, or invitees, to comply with the aforesaid rules and regulations, or (ii) on account of personal injury, death, or damage to property occurring when Resident, member of Resident's household, Resident's guests, invitees, licensees or other persons using such equipment, recreation, and service areas with the consent of or at the invitation of Resident, except that Resident shall have no liability for such claims or damages or the cost of incident thereto caused by the sole negligence of Management, Owner, or their agents and employees.

18. No Estate in Land: This Agreement creates only the relationship of landlord and tenant between Management and Resident; this Agreement grants Resident only the right to possess and enjoy Apartment for the term set forth in Paragraph 1 hereof and does not grant or convey an estate for years; and no estate shall pass out of Management.

19. Management's Consent: Any provision of this Agreement requires the written consent of Management as a condition of any act of Resident; such written consent may be granted or withheld in the sole discretion of Management, may contain such conditions as Management deems appropriate, and shall be effective only so long as Resident complies with such conditions. Any written consent given by Management to Resident may be modified, revoked, or withdrawn by Management at any time, at Management's sole discretion, upon notice to Resident.

20. Guests: Resident shall be responsible and liable for the conduct of any guests or invitees. Acts of guests in violation of this Agreement or Management's rules and regulations may be deemed by Management to be a breach of this Agreement by Resident.

21. General Provisions: (a) Management may modify the terms and conditions of the Agreement effective at the end of the initial term or a successive term, by serving an appropriate notice of Resident together with the offer of a revised Agreement or an addendum revising the existing Agreement. This notice and offer must be given to Resident at least thirty (30) days prior to the end of the initial term.

(b) If any provision of this Agreement or portion of such provision or the application hereof to any person or circumstance is held invalid, the remainder of the Agreement (or the remainder of such provision) and the application hereof to other persons or circumstances shall not be affected hereby.

(c) Any notice required or permitted by this Agreement hereunder shall be deemed to be properly given:

1. To Management if mailed by registered or certified mail to Management at the address indicated herein or at such other address as Management may designate in writing, or by delivery in hand to the Property Manager of the Development but not to any resident superintendent or maintenance personnel.

2. To Residents if in writing and either mailed to the Resident, or personally delivered to the Resident's Apartment.

(d) This Agreement is subject to, in all respects, all assignments of rents and leases and security agreements between Management and/or any third party, all ground and underlying leases, and all mortgages which may now or hereafter affect this Agreement of the real property of which Apartment and/or the Development are a part, and to all renewals, modifications, consolidations, replacements, or extensions of any such underlying lease, mortgages, assignments, or security agreements. In the event of a foreclosure, sale, or other acquisition of the Development of Apartment by the holder of any such instrument, Resident shall attorn to and recognize such holder of any such title or instrument as Management under this Agreement. Such attornment shall not be terminated by foreclosure, and such holder may accept, or at its sole option, reject such attornment. This Agreement shall at all times be subject to all statutes, rules and regulations of applicable federal, state or other governmental bodies. In the event of any conflict or inconsistency, the provisions and conditions of said statutes, rules and regulations shall take precedence over this Agreement.

(e) Failure of Management to insist upon strict compliance with terms of this Agreement shall not constitute a waiver of any violation, nor shall such Failure prevent a subsequent action by Management for such violation. The receipt or acceptance of any rent or late payment by Management, with the knowledge of such breach, shall not operate as a waiver of such breach. No provisions, covenant, or condition of this Agreement may be waived by Management unless such waiver is in writing and signed by Management.

(f) All remedies available to Management by law or equity or under this Agreement shall be cumulative. In the event suit shall be brought for any breach of this Agreement by Resident, and said breach shall be established, Resident shall pay to Management all expenses, to include reasonable Management's attorneys fees incurred in connection therewith.

(g) Resident hereby indemnifies and holds Management, Owner, and their agents and employees harmless against any and all liability, claims, losses, demands and suits, and any and all related costs and expenses of every kind on account or arising out of (i) any failure of Resident, members of Resident's household, Resident's guests or invitees to comply with the terms of this Agreement, of (ii) injuries or death, or damage to property occurring in Apartment or otherwise growing out of, or incident to Resident's occupancy of Apartment, except that Resident shall not be liable hereunder for such damages, injury, cost and expenses caused by the sole negligence of Management, Owner, or their agents and employees.

22. Regularly Scheduled Recertification: Every year around the ____ day of _____, Management will request Resident to report the income and composition of Resident's household and to supply any other information required for the purpose of determining Resident's eligibility. Resident agrees to provide accurate statements of this information and to do so by the date specified in Management's request. Management will verify the information supplied by Resident. Resident understands that should Resident's household income exceed _____ % of the published median income for _____ County, Resident will be subject to a surcharge as determined by Management and GHFA.

23. Approved Occupants: The Resident agrees and hereinafter certifies by signing this Agreement that only the following named persons shall be considered as residents-in-occupancy of Apartment, and that Residents shall not assign this Agreement, sublet the premises, give permanent accommodation to any roomers, lodgers, or any other persons not listed in this Paragraph, nor permit the use of the premises for any purpose other than as a private dwelling solely for the following residents-in-occupancy:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

24. Resident's Telephone Number: Resident shall provide Management with the telephone number at which Resident can be reached at home and work, if applicable. Any change in these telephone numbers must be promptly reported to Management.

Home Telephone

Work Telephone

Resident shall provide Management with the telephone number of a party not living with Resident who can be called in case of emergency.

Name of Person

Telephone Number

Relationship

25. Entire Agreement: This Agreement, any attached addendum's, the rules and regulations referenced herein, together with all other documents referenced herein, constitute the entire agreement between the parties. Any statements, representations, inducements, warranties, or promises not contained in this Agreement shall not be binding.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized, the day and year first above written

MANAGEMENT:

RESIDENT:

BOSTON FINANCIAL PROPERTY MANAGEMENT

By: _____

HOME form Addendum to Lease

This Addendum to Lease is entered into this _____ day of _____, 19____ by and between

_____ ("Tenant") and

_____ ("Owner").

A. **Definitions.** Notwithstanding anything to the contrary contained in the Lease. Owner and Tenant agree that the following terms shall have the following meanings.

1. "GHFA" shall mean the Georgia Housing and Finance Authority, or any successor thereto.
2. "HOME-Assisted Unit" shall mean the rental housing unit which is the subject of the Lease and for which HOME Funds have been expended.
3. "HOME Funds" shall mean those federal funds available under the HOME Program.
4. "HOME Program" shall mean the federal affordable housing program created under Title II of the Cranston-Gonzalez National Affordable Housing Act, Pub. L. 101-625, as the same may be amended from time to time.
5. "HOME Regulations" shall mean the regulations, as the same may be amended from time to time, promulgated by HUD under the HOME Program and which regulations currently appear at Title 24 Part 92 of the Code of Federal Regulations.
6. "HUD" shall mean the United States Department of Housing and Urban Development, or any successor thereto.
7. "Lease" shall mean the lease relating to the HOME-Assisted Unit and to which this ADDENDUM TO LEASE is appended.
8. "Notice" shall mean the "Watch Out for Lead-Based Paint Poisoning" notice attached hereto as Exhibit A and incorporated herein by this reference.
9. "Owner" shall mean the owner (and any agents or representatives of the owner, including but not limited to any management entity) of the HOME-Assisted Unit.
10. "Tenant" shall mean the individual or individuals whose names appear on the Lease and shall include any individuals occupying the HOME-Assisted Unit as his/her principal residence.

B. **Prohibited Lease Provisions.** Notwithstanding anything to the contrary contained in this Lease, there shall be no provisions in this Lease, which provision provides, either expressly or implicitly, as follows:

1. **Agreement to be sued.** Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease;

2. Treatment of Property. Agreement by the Tenant that the Owner may take, hold, or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property **remaining** in the HOME-Assisted Unit after the tenant has moved out of the HOME-Assisted Unit. The Owner may dispose of this personal property in accordance with state law;

3. Excusing Owner from responsibility. Agreement by the Tenant not to hold the Owner legally responsible for any action or failure to act, whether intentional or negligent;

4. Waiver of notice. Agreement of the Tenant that the Owner may institute a lawsuit without notice to the Tenant.

5. Waiver of legal proceedings. Agreement by the Tenant that the Owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

6. Waiver of jury trial. Agreement by the Tenant to waive any right to a trial by jury.

7. Waiver of right to appeal court decisions. Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the Lease; and

8. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.

C. Termination of Tenancy

1. Notwithstanding anything to the contrary contained in this Lease, the Owner may not terminate any Tenant's tenancy or refuse to renew any Tenant's lease, unless one of the following grounds for termination exists: (i) serious or repeated violation of the terms and conditions of this Lease; (ii) violation of applicable federal, state, or local law; or (iii) other good cause.

2. Prior to terminating any Tenant's tenancy or refusing to renew any Tenant's Lease, the Owner shall provide written notice to the Tenant, which written notice shall specify the grounds for termination or refusal to renew, whichever is applicable. This written notice shall be provided to the Tenant at least 30 days in advance of the date of termination or the date the Tenant's Lease is to terminate or not be renewed.

D. Access for Inspection

1. Notwithstanding anything to the contrary contained in this Lease, Tenant hereby agrees that, upon advance reasonable notice, Tenant shall allow Owner, HUD, or GHFA, or any of their representatives, access to the HOME-Assisted Unit for the purpose of inspecting said HOME-Assisted Unit to determine compliance with HOME Regulations..

E. Lead Paint Notice

1. Notwithstanding anything to the contrary contained in this Lease, Tenant hereby acknowledges that Tenant has received a copy of the Notice. Tenant further agrees to execute a copy of this Notice, which executed Notice shall be retained by the Owner.

F. Disclosure of Income

1. Tenant hereby acknowledges that the HOME-Assisted Unit is subject to certain rent and occupancy restrictions as the same are set forth in the HOME Regulations. Accordingly, Tenant hereby agrees, upon request and reasonable notice, to disclose to Owner, HUD, or GHFA, or any of their representatives any and all information necessary or relevant in determining compliance with the HOME Program rent and occupancy restrictions.

IN WITNESS WHEREOF, the Tenant and the Owner have executed this Addendum to Lease as of the day and year first above written.

RESIDENT

Name: _____

MANAGEMENT

By: _____

Name: _____

Attest: _____

Name: _____

ADDENDUM TO LEASE

Apartment Number _____

Landlord _____

Tenant(s) _____

Date _____

The following provisions shall be incorporated into and made a part of the Lease of even date herewith between Landlord and Tenant and shall control over any inconsistent provisions therein.

1. Eligibility. Tenant hereby acknowledges that Tenant's family income and composition and other matters relating to Tenant's eligibility for occupancy of the Apartment are material to this Lease. Prior to execution of this Lease, Tenant provided landlord with certain information, documents and certifications with respect to Tenant's eligibility for occupancy of the Apartment. Tenant hereby warrants and confirms that such information, documents and certifications are in all respects true, accurate and complete as of the date hereto. Tenant agrees to comply with all requests hereafter made by the Landlord or the Georgia Housing and Finance Authority ("the Authority") for information, documents, and certifications concerning Tenant's eligibility for occupancy of the Apartment. Such requests shall be made every two years and at such other times as Landlord or the Authority may require. Tenant shall furnish all such information, documents and certifications requested by Landlord or the Authority on or before the date specified in such request, which date shall not be earlier than ten (10) days from the date of receipt by Tenant of such request. Such information, documents and certifications shall in all be true, accurate and complete.

Any failure by Tenant to comply with any such request in accordance with the terms of this Paragraph or any falsification, misstatement or misrepresentation by Tenant of any information relating to Tenant's eligibility for occupancy of the Apartment shall be deemed a substantial and material violation of this Lease. Landlord may (subject to the prior approval of the Authority and in lieu of exercising its rights or remedies arising under this Lease as a result of such violation) determined that Tenant shall no longer be eligible for occupancy of the Apartment and shall be subject to the provisions set forth below relating to ineligibility.

2. Ineligibility. In the event that (a) Tenant's adjusted family income shall exceed the maximum limit established by the Authority for initial occupancy of the Apartment at the time of any determination by Landlord as to Tenant's eligibility for occupancy of the Apartment or (b) Tenant is otherwise determined not to be eligible for occupancy of the Apartment in accordance with criteria then established by the Authority or in accordance with the provisions hereof, this Lease shall remain in full force and effect unless otherwise terminated pursuant to any of the provisions of this Lease; provided, however, that commencing on the first day of the month after Tenant become ineligible, Tenant shall pay a surcharge on the rent in the amount set forth in such schedule as shall be prescribed by the Authority. In the event that such a surcharge is imposed, Tenant shall have the right to terminate this Lease either (a) on the first day of the month in which such surcharge is to commence or (b), upon at thirty (30) days prior written notice to the Landlord, on the first day of the next succeeding month. For the purpose of this Lease such surcharge shall be deemed to be rent and shall be subject to all of the provisions hereof relating to rent. Tenant shall be obligated to pay such surcharge on the first day of each month for such period of time as Tenant shall remain ineligible for occupancy.

3. Assign or Sublease. Tenant may not, without the prior written consent of the Landlord and the Authority, assign this lease or sublet the Apartment or any part thereof or give accommodation to any roomer, lodger or other person not herein set forth, nor permit the use of the Apartment for any purposes other than as a private dwelling solely for the use of Tenant and Tenant's family consisting of the following named persons: _____

LEASE ADDENDUM

This addendum, made this _____ day of _____, 19____ between BOSTON FINANCIAL PROPERTY MANAGEMENT (hereinafter referred to as "Management") as agent for Albany Spring Limited Partnership, the Owner of the Development and _____ hereinafter referred to as "Resident".

Name of Development: Albany Spring

Apartment Address: _____

Building Number: _____ Apartment Number: _____

Notwithstanding anything contained in the Agreement attached (lease dated _____) to the contrary, Resident hereby acknowledges and agrees to the following:

(a) The Development has been financed in part with certain funds made available by virtue of a Housing Development Grant from the United States Department of Housing and Urban Development in cooperation with the City of Augusta, Georgia (the "HUD Grant"). The terms and conditions of the HUD Grant place certain restrictions upon Management and the Owner with respect to the renting of Apartment. In order to insure that Management and the Owner at all times comply with said terms and conditions of the HUD Grant, Management and the Owner shall require, and Resident agrees to provide, from time to time certain financial and related information about Resident and any permitted Residents-in-occupancy of Apartment as well as information concerning the composition of Resident's leasehold. Further, Resident agrees to take any action and provide any information reasonably requested by Management and its obligations arising out of or related to the HUD Grant. Resident acknowledges that Management will rely upon all such information provided by Resident.

(b) In the event the total household income exceeds 40% of the qualifying income limit, "Management" would offer resident the next available non-qualifying apartment in accordance with CFR 850.551 (f) which states that "Resident" must move at the expiration of the current lease or six (6) months from the date of the notice, whichever is later.

(c) In the event it becomes necessary to amend this Addendum to insure continued compliance on behalf of Management and the Owner with respect to the terms and conditions of the HUD Grant, Resident hereby agrees to execute and be bound by any such amendments to this Addendum or, in lieu thereof, Resident may terminate this Agreement pursuant to the provisions of Paragraph 7 hereof; however, in no event will any change in the rental amount become effective unless Resident received 30 days prior written notice of same.

(d) In the event of any conflict or inconsistency between this Addendum and any mortgage, agreement, contract, statute, rule of regulation relating to the HUD Grant, said mortgage, agreement, contract, statute, rule and to regulation shall be superior to and shall take precedent over this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused these presence to be signed in person or by a person duly authorized, the day and year first above written

MANAGEMENT:

RESIDENT:

BOSTON FINANCIAL PROPERTY MANAGEMENT

By: _____

RECEIVED

11/11 9/1996

Forest Glen at Sully Station

1. **FC** This Agreement, made on this 4th day of November, 1995, by and between Forest Glen at Sully Station Apartments acting by and through its managing Agent, Boston Financial Property Management, a division of The Boston Financial Group, Limited Partnership, (hereinafter "Management"), in consideration of and subject to the terms, conditions, and covenants set forth herein, hereby leases unto: Jane E. Smith (hereinafter "Resident"). Resident leases Apartment Number 221, (the premises) located in the community known as Forest Glen at Sully Station Apartments (the "property") located at 14401 Woodmere Court, Centreville, VA 22020.

2. **LENGTH OF TIME (TERM):** The initial term of this Agreement shall begin on November 4, 1995 and end on November 30, 1996. After the initial term ends, the Agreement will continue on a bi-monthly basis upon the same terms and conditions as set forth herein unless automatically terminated by paragraph 18 of this Agreement.
3. **RENT:** A. Rent Payments. The total rental for the initial term of this Agreement is eight thousand seven hundred eighty one 73/100 (), payable in equal monthly installments of six hundred and seventy nine (\$679.00). The monthly rental payments are payable in advance, without demand and in full without proration or setoff, on or before the first day of each calendar month at the office of the Rental Manager at 14401 Woodmere Court, Centreville, VA 22020. It is agreed that resident shall take possession of the premises on November 4, 1995 and pay a pro-rated rent of \$611.10 for 27 days.
 B. **LATE RENT:** IT IS UNDERSTOOD AND AGREED THAT Resident will pay \$25.00 as a LATE CHARGE if rent is not received by Management on or before the (5th) day of the month, plus court cost and reasonable attorney fees. Rental payments received after the fifth of the month, must be paid by a money order or cashiers check (NO CASH). All rental payments received after legal action has been initiated by Management will be accepted with reservation and will be applied to delinquent rent due, but will not affect legal action instituted by Management against Resident to recover delinquent rent and possession of the premises.
 C. **RETURNED CHECKS:** Management reserves the right to require that all rental payments be made by money order or cashiers check, and to impose a service charge of \$25.00 for any returned checks, plus \$25.00 late fee if returned after the due date.
4. **SECURITY DEPOSIT:** Resident hereby deposits with Management the sum of two hundred dollars (\$200.00), as a security deposit, to secure a complete and faithful performance by Resident of all terms and conditions of the Rental Agreement, and of the obligations imposed on the Resident by Chapter 55, Code of Virginia (1950), as amended, The Virginia Residential Landlord and Tenant Act.
 A. **STATUTORY PROVISIONS.** Under the current law, if a Resident defaults with any provisions of the Rental Agreement, or the statutory obligations, Management may terminate the Rental Agreement, and may apply all or part of the security deposit to the payment of accrued rent and the amount of any damages which has been suffered, which includes but is not limited to physical damages, appropriate charges to Resident not previously reimbursed to Management, actual damages for breach of the Rental Agreement, attorney's fees and court cost. It is the policy of Management to apply security deposit to non-rent items first, and then to any unpaid rent within thirty days (30) after termination of the tenancy and return of possession of the premises by Resident to Management. Management will provide Resident with an itemized listing of all deductions made from the security deposit, and with payment of amount due Resident, together with any accrued interest as is required by law. Resident may not deduct the security deposit from the last month of the term of this agreement.
 B. **MULTIPLE RESIDENTS.** Where more than one Resident signed the Rental Agreement, a violation or deduction to be made is jointly and several, and the Management is not liable for any understanding that may exist between two or more Residents as to the portion of the security deposit that one Resident may be entitled to, as opposed to another Resident. Management will draw and forward a security deposit refund check, payable to all Residents jointly to the forwarding address provided to Management by written notice as required herein.
 C. **MOVE-OUT INSPECTION.** After Resident has removed all possessions from the premises, Management will inspect the premises and complete another Unit Inspection Report. Management will permit Resident to participate in the inspection, if Resident so requests. The time of inspection will be set by Management.
5. **INSPECTION AND CONDITION OF PREMISES.** Resident agrees that the premises is in a fit and habitable condition, except for such damages which have been itemized in a written inspection sheet, to be completed by Resident and a representative of Management. The inspection sheet will be deemed correct unless Resident objects to it in writing within five (5) days from the date of the inspection at the time that possession of the premises is delivered to Resident.

6. **NOTICE OF ABSENCE OF RESIDENT** Resident must give Management notice of an anticipated extended absence of Resident from the premises in excess of seven (7) days. Resident agrees that during such absence from the premises, Management may enter the premises at times reasonable necessary to protect the premises and any property belonging to Management on the premises. If Resident fails to give such notice, Management may recover any actual damages sustained.
7. **USE, OCCUPANCY AND MAINTENANCE** A. Resident may not, without the prior written consent of the Management, assign this Agreement or sublet the premises or any part thereof or give accommodation to any roomer, lodger or other person not herein set forth, nor permit the use of the premises for any purpose other than as a private dwelling solely for the use of the Resident and the Resident's family consisting of persons listed on the Certification and Rectification of Resident Eligibility.
- B. Resident will:
1. Keep the premises in good, clean and sanitary condition;
 2. Comply with the applicable health and safety laws and Rules and Regulations promulgated by Management;
 3. Use in a reasonable manner all utilities, services, facilities, appliances and equipment provided by Management;
 4. Keep all appliances and equipment in good and clean condition, with the exception of reasonable wear and tear;
 5. Not engage in or permit unlawful activities in or on the premises and property;
 6. Not litter the grounds or common areas of the community;
 7. Remove garbage and other waste from the premises in a clean and safe manner.
8. **MANAGEMENT'S INABILITY TO DELIVER POSSESSION TO RESIDENT** If the Management is unable to deliver possession of the premises to the Resident on the beginning date of this Rental Agreement, through no fault of the Management's, Management is not liable to the Resident for any damages other than to rebate any rent paid by the Resident in advance and to return any security deposit which has been paid by the Resident. If Management can not deliver possession of the premises unit within ten (10) days of the beginning date of this Rental Agreement, this Agreement can be terminated by either Management or the Resident by giving of notice as provided herein.
9. **PERSONAL PROPERTY OF RESIDENT**
- A. All personal property placed on the premises, storage rooms, or in any other part of the Management's property, shall be at the sole risk of the Resident, or the parties owning the same, and Management shall not be liable for the loss, destruction, theft of, or damage to such property. Management strongly recommends that Resident obtain insurance coverage for their personal property such as "Renters Insurance".
 - B. Any items of personal property belonging to the Resident which is left on the premises after vacating the premises, for one calendar month or more, will be considered abandoned property and will become the sole property of the Management's, or will be disposed of as Management sees fit.
 - C. Resident shall not undertake, or permit his/her family or guests to undertake any hazardous acts or do anything that will increase the property's insurance premiums. Such action constitutes material non-compliance.
10. **LIABILITY OF MANAGEMENT** Management is not liable for matters outside the dominion or control of Management so long as there is no negligence on the part of the Management, including but not limited to: failure of utilities or services; acts of God; and any injuries or damages to persons or property either caused by or resulting from dampness, overflow, or leakage upon or into the premises of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing, fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of pipes, not for any injury or damage from any other cause. Management, in addition, shall not be liable under any circumstances of the Resident's failure to provide the Management with prompt notice of any such condition existing in the premises, or on the apartment community. The Resident hereby releases the Management from any and all such liability and agrees to indemnify the Management for such losses with respect to the Resident and all invitees of the Resident.
11. **WAIVING OF BREACH NOT GENERAL WAIVER** If the Management waives a noncompliance by the Resident, with the Rental Agreement, or with the law, such waiver shall not be interpreted as a waiver of any subsequent breach of noncompliance, and this Agreement shall continue in full force and effect.
12. **LEASE SUBORDINATION** Notwithstanding anything herein to the contrary, Resident agrees that this Lease is and shall be subordinate to any mortgage, deed of trust or other instrument of security which has been or shall be placed on the land or building of which the demised premises forms a part, and such subordination is hereby made effective without any further act by Resident. Resident agrees, at any time or from time to time upon request by Management, to execute and deliver any instruments, releases or other documents that may be required in connection with subordination of this Lease Agreement to the lien of said mortgage, deed of trust or other instruments of security. Resident hereby appoints Management as Resident's attorney in fact, irrevocable, to execute and deliver any such instruments.
13. **SEVERABILITY** If any provisions of this Agreement violate the law or equity, it is agreed that the remaining provisions are in full force.

14. **MANAGEMENT POLICIES** The Management Policies, annexed to this Lease Agreement and such amendments thereto as may from time to time be made by Management, will be considered as part of this agreement, and Resident covenants that said Management policies shall be faithfully observed by Resident and all persons invited by Resident onto the Property.
15. **UTILITIES.** Management and Resident agrees that the following utilities will be provided by Management
Heat, hot water, trash disposal, water, sewer
Residents are responsible for the following:
Electricity
Resident must produce, maintain and pay for all utility services not provided by Management, direct with the appropriate utility companies.
16. **ACCESS BY MANAGEMENT.** Management agrees to enter the premises during reasonable hours, to provide reasonable advance notice when possible of his/her intent to enter the premises.
- A. Resident agrees to permit Management, his/her agents or other persons, when authorized by Management, to enter the premises for the purpose of making reasonable repairs and periodic inspections.
- B. After Resident has given a notice of intent to move, Resident agrees to permit Management to show the unit to prospective residents during reasonable hours.
- C. If Resident moves before this agreement ends, Management may enter the unit to decorate, remodel, alter, or otherwise repair the unit for re-occupancy.
- D. If Resident refuses Management access to the premises, Resident will make premises available for inspection on the subsequent workday during reasonable hours.
17. **MILITARY TRANSFER** If the resident is a member of the Armed Forces of the United States and received official orders to depart from the area to report to another duty station more than fifty (50) miles from the site of the property, this lease may be terminated under the following conditions.
- A. The resident must provide to management a thirty (30) day written notice to vacate accompanied by a certified copy of military transfer orders
- B. Resident shall pay management as liquidated damages, an amount equal to one month rent if Resident has completed less than six months of the Agreement; or an amount equal to 1/2 month rent if Resident has completed 6 or more months of the Agreement; plus the cost to repair any damages to the Premises, other than normal wear and tear.
- C. At such time as the above described notice and orders are delivered to management, all rental payments must be made in full.
18. **CANCELLATION.** After the initial term of this Agreement, Management or Resident may terminate the Agreement upon written notice at least sixty (60) days prior to the effective date of the termination. Resident, in addition to providing sufficient notice to Management of intent to terminate, must be current in rental payments; must surrender possession of the premises in good condition, with the exception of reasonable wear and tear, and must pay for all damages or assessments for damages.
19. **EARLY LEASE TERMINATION.**
- A) **VOLUNTARY TERMINATION:**
1. In consideration of the Management agreeing to release the Resident from aforesaid Lease Agreement prior to its expiration date, the Resident agrees to the following:
- A. The Resident agrees to give Management sixty (60) days notice of his intent to vacate
- B. The Resident agrees to pay to Management an additional lease termination fee of the sum equal to two (2) months rent
- C. The Resident agrees to pay any outstanding rent which may be due and owing at the time of the intent to Vacate Notice; and
- D. The Resident agrees to reimburse Management for any rental concessions.
2. All moneys will be due and payable prior to Resident vacating the premises. Management will not accept keys unless termination fee has been paid in full.
3. The Security deposit and disposition of same shall be handled separate and apart from the Lease Termination Fee and may not be construed to be a part of the Lease Termination Fee.
4. In the event the Resident shall abandon or vacate the premises before the end of the term or fail to pay rent promptly when due, the premises or any part thereof may be repossessed by Management and relet upon terms satisfactory to it, and Resident shall be liable for redecorating costs resulting therefrom. Resident's liability for redecorating includes but is not limited to painting, cleaning and repair costs.
- B) **MEDICAL NECESSITY:**
1. In the event that the Resident should become medically incapacitated, the lease may be terminated with a thirty (30) day written notice accompanied by a physician's certificate stating the nature of the illness. The security deposit will be refunded in accordance with the terms of this agreement as if it were fulfilled.
20. **REGULARLY SCHEDULED RECERTIFICATION.** Every year at commencement date, Management will request Resident to report the income and composition of Resident's household and to supply any other information required for the purpose of determining the Resident's eligibility. Resident agrees to provide accurate statements and do so by the date specified in Management's request. Management will verify the information supplied by Resident.

21. **ACTION BY MANAGEMENT DEFAULT BY RESIDENT.** Material noncompliance includes, but not limited to, non payment of rent beyond grace period available under state law; failure to reimburse Management within days for repairs made under Paragraph 10 of this Agreement; repeated late payment of rent; permitting unauthorized persons to live in the unit, serious or repeated damage to the unit or common areas; creation of physical hazards or other hazards that will increase the community's hazard insurance premium; serious or repeated violations of the rental agreement that disrupt the livability of the community, adversely affect the health or safety of any person or have an adverse financial effect on the community, interfere with the management of the community or interfere with the rights and quiet enjoyment of other residents; giving the landlord false information regarding income or other factors considered in determining Resident's eligibility; failure of Resident to timely supply all required information on the income and composition, of eligibility factors, of Resident's household, including failure to meet the disclosure and verification requirements for social security numbers.
22. **NUMBER OF OCCUPANTS.** All of the apartment homes in the foresail building are leased under a uniform plan in respect to the total number of occupants who may use and occupy the same as follows: a) an apartment home having two bedrooms, four occupants c) an apartment having three bedrooms, six occupants. The foregoing notwithstanding, all applicable local codes and ordinances regarding occupancy shall have be complied with and shall not exceeded. Resident covenants that the occupants on the premises shall not exceed the number set forth above.
23. **DISCRIMINATION PROHIBITED.** Management agrees not to discriminate based upon race, color, religion, creed, national origin, sex, handicap, familiar status.
24. **REASONABLE ATTORNEY'S FEES.** For the purpose of this Agreement, if Resident's non-compliance with the Agreement or the law causes Management to employ an attorney at law, Resident agrees to pay reasonable attorney fees.
25. **ATTACHMENTS TO THIS AGREEMENT.** Resident certifies that he/she has received a copy of this Agreement and the following addendum to this agreement and understands that these addendum are part of this Agreement.
- A. Addendum No. 1 Eligibility of Resident
B. Addendum No. 2 Management Policies
C. Pet Addendum

26. **SIGNATURES:**

By:

1. _____
Jane E. Smith (seal) Date

Agent for Forest Glen at Sully Station Date

ADDENDUM TO LEASE

Apartment Number 221 14401 Woodmere Court

Management: Forest Glen at Sully Station

Resident(s) Jane E. Smith

Date November 4, 1995

The following provisions shall be incorporated into and made a part of the Lease of even date herewith between Landlord and Resident and shall control over any inconsistent provisions therein.

1. **Eligibility.** Resident hereby acknowledges the Resident's family income and composition and other matters relating to Resident's eligibility for occupancy of the Apartment are material to this Lease. Prior to execution of this Lease, Resident provided Landlord with certain information, documents and certifications with respect to Resident's eligibility for occupancy of the Apartment. Resident hereby warrants and confirms that such information, documents and certifications are in all respects true, accurate and complete as of the date hereto. Resident agrees to comply with all requests hereafter made by the Landlord or the Virginia Housing Development Authority ("the Authority") for information, documents, and certifications concerning Resident's eligibility for occupancy of the Apartment. Such requests shall be made every two years and at such other times as Landlord or the Authority may require. Resident shall furnish all such information, documents and certifications requested by Landlord of the Authority on or before the date specified in such request, which date shall not be earlier than ten (10) days from the date of receipt by Resident of such request. Such information, documents and certifications shall in all respects be true, accurate and complete.

Any failure by Resident to comply with any such request in accordance with the terms of this Paragraph or any falsification, misstatement or misrepresentation by Tenant of any information relating to Resident's eligibility for occupancy of the Apartment shall be deemed a substantial and material violation of this Lease. Landlord may (subject to the prior approval of the Authority and in lieu of exercising its rights or remedies arising under this Lease as a result of such violation) determine that Resident shall no longer be eligible for occupancy of the Apartment and shall be subject to the provisions set forth below relating to ineligibility.

2. **Ineligibility.** In the event that (a) Resident's adjusted family income shall exceed the maximum limit established by the Authority for initial occupancy of the Apartment at the time of any determination by Landlord as to Resident's eligibility for occupancy of the Apartment or (b) Resident is otherwise determined not to be eligible for occupancy of the Apartment in accordance with criteria then established by the Authority or in accordance with the provisions hereof, this Lease shall remain in full force and effect unless otherwise terminated pursuant to any of the provisions of this Lease; provided, however, that commencing on the first day of the month after Resident become ineligible, Resident shall pay a surcharge on the rent in the amount set forth in such schedule as shall be prescribed by the Authority. In the event that such a surcharge is imposed, Resident shall have the right to terminate this Lease either (a) on the first day of the month in which such surcharge is to commence or (b), upon a sixty (60) days prior written notice to the Landlord, on the first day of the next succeeding month. For the purposes of this Lease such surcharge shall be deemed to be rent and shall be subject to all of the provisions hereof relating to rent. Resident shall be obligated to pay such surcharge on the first day of each month for such period of time as Resident shall remain ineligible for occupancy.

3. **Age Limitation for Senior Housing.** All occupants must meet a minimum age requirement of sixty-two (62) years of age. Guests occupying the premises for more than two weeks will be considered residents.

4. **Assign or Sublease.** Resident may not, without the prior written consent of the Landlord and the Authority, assign this Lease of sublet the Apartment or any part thereof or give accommodation to any roomer, lodger or other person not herein set forth, nor permit the use of the Apartment for any purposes other than as a private dwelling solely for the use of Resident and Resident's family consisting of the following named persons: Jane E. Smith.

5. **Rights of the Authority.** It is understood and agreed by Landlord and Resident that the Authority shall have the right (but shall not be obligated) to exercise any and all of the rights of Landlord under this Lease in the event of a breach or violation by Resident of any of the provisions hereof.

In witness Whereof, the parties hereto have executed these presents the day and year first above written:

Agent for Forest Glen at Sully Station

Jane E. Smith

Date

MANAGEMENT POLICIES

APPENDUM No. 1

1. **Signs:** Residents shall not display any signs, antennas, exterior lights or markings on apartment home. No awnings or other projections shall be attached to the outside of the building of which apartment home is a part.
2. **Keys and Locks:** Resident agrees not to install additional or different locks or gates or any door or window of the premises without the written permission of Management. If Management approves Resident's request to install such locks, Resident agrees to provide Management with a key to each lock. When this Agreement ends, Resident agrees to return all modifications to the original manner and return all keys to the Management. Management may charge Resident \$35.00 for any keys not returned.
3. **Entrances, Hallways, Walks and Lawns:** Entrances, hallways, walks and lawns and other public areas shall not obstructed or used for any purpose other than to enter and exit. Storage of bikes, other than your premises, is not permitted unless a bike rack is provided.
4. **Walls:** No screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any other part of apartment. No piercing hangers are to be installed in the front door.
5. **Refuse:** All refuse and rubbish must be deposited in receptacles provided by management and in places designated by management. No furniture or appliances are to be placed in or around receptacles. All large boxes and cartons must be broken down and put inside the container. No trash or rubbish is to be left outside the apartment home door or out side the container.
6. **Pets:** Pets are permitted only with a signed pet Addendum. Violation of stated pet policy will result in revocation of pet agreement and removal of pet from premises and property. Having a pet is a privilege not a right.
7. **Recreation Areas:** Management has provided various recreational areas and facilities for the use and enjoyment of Residents and their guest. All persons who use such area and facilities do so at their own risk and assume all liability and responsibility for any accidents or personal injuries which may occur in connection with the use of these areas and facilities. Any temporary interruption, modification or discontinuance particular recreational service is not cause for damages, for termination of this agreement or for a rebate or reduction of rent.
8. **Guest:** Resident shall be responsible and liable for the conduct of his guest. Acts of Guest in violation of this Agreement or Management's Policies may be deemed by Management to be a breach by Resident.
9. **Drapes and Shades:** All drapes and shades installed by Resident must be lined in white to present a uniform exterior appearance.
10. **Quiet Hours:** Resident will not make or permit to make any disturbing noise which interfere with the rights, comforts and conveniences of other Residents. The hours between 11:00 P.M. and 8:00 A.M. are considered very quiet hours and will be observed by Residents.
11. **Children:** Children are not permitted to play in the parking areas, on the walkways, or anywhere in or around the building where they may endanger themselves or disturb other residents. Children returning from school or any other time must be adequately supervised. In general, it is of the utmost importance that children be supervised to the extent that they will not constitute a discipline problem.
12. **Parking:** Parking area within the apartment home boundaries are intended for the use by the Resident on a first come, first serve basis so far as spaces are available. Resident using the parking spaces do so at their own risk. Management reserves the right in his absolute judgment to limit or restrict the use of same at any time. No more than two cars to be parked per premises. Resident agrees not to park or place or let stand in the parking areas any vehicle that is wrecked, has a flat tire(s), does not have a valid license plate, inspection sticker or city license, or any vehicle with a kickstand that does not have proper support under the kickstand to prevent damage to the parking surface. It is also agreed that the parking areas are for automobiles, trucks, motorcycles, jeeps. Campers boats trailers or any other recreational vehicle must be parked in designed areas. Washing of vehicles and any type of vehicle maintenance is not permitted. Management may tow any vehicle illegally parked at owners expense.
13. **Use of Windows, Balconies, Ducting, Defacing, Property, etc.:** Lessee shall not suffer or permit anything to be kept on the window grills, patios, patio rails, balconies, balcony rails in the Premises, shall not permit anything to be thrown out of the windows, doors or off the patio or balcony of the Premises, or shall not permit the shaking of dusting mops, brooms, or other cleaning materials out of either the windows, doors, patios, or balconies, or balconies rails.
14. **Drugs:** a) It is a violation of this Agreement and grounds for lease cancellation and eviction of all members of Resident's household for illegal drugs to be present on the premises and property, whether said presence is known to the Resident or not or whether said drugs are directly present on the premises and grounds or on a person, concealed or otherwise, while said person is on the premises or property. The quantity of said drugs is irrelevant regarding the provisions of this addendum.
b) It is a violation of this Agreement and grounds for eviction of all members of household for the Resident or any member of Resident's household to sell, buy, give, or receive illegal drug(s), or be convicted or to be involved in the conviction of any crime involving illegal drug(s) on the premises or property or anywhere. The quantity is irrelevant regarding this provision.
15. **Flammable or Combustible Materials:** Prudence, as well as local health and safety codes and state insurance regulations, make it mandatory that no gasoline, kerosene or other combustible or flammable materials be kept in any apartment nor on the balcony areas nor in any storage areas on the premises. This includes motorcycles, gas grills, charcoal grills and other gas powered equipment.

PET ADDENDUM

This addendum dated November 4, 1995, 1995 between FOREST GLEN AT SULLY STATION APARTMENTS (Management) and Jane E. Smith (Resident) shall be incorporated into the Residential Lease Agreement dated November 4, 1995 for the premises known as 221 14401 Woodmere Court, Centreville, VA 22020

_____ I do not have a pet at this time. I understand that if I wish to acquire a pet, I must sign a new Pet Addendum and pay the applicable pet fee prior to bringing the pet into the premises

_____ I do have a pet, and agree to the terms and conditions set forth in this agreement.

It is agreed that Management shall allow the Resident to keep a pet in the premises according to the terms of this addendum. Resident agrees that only the pet listed on this addendum may occupy the premises, and any unauthorized pet in the premises will be considered a breach of the Residential Lease Agreement.

1. Pets are limited to dogs and cats. Maximum weight limit is 20lbs. at full growth.

2. Resident agrees to pay a NON-REFUNDABLE FEE of \$100.00 prior to occupancy. Maximum number of pets per household is one (1).

3. Only the following pet(s) may occupy the premises.

TYPE:	1. _____
BREED:	1. _____
CURRENT WEIGHT:	1. _____
EXPECTED WEIGHT (at full growth):	1. _____

4. Pet must be kept on a leash AT ALL TIMES when outside the apartment.

5. Pets may not be tied up outside or left on balconies unattended at any time.

6. No visiting pets may be on the premises at any time.

7. Pets must be walked in the wooded areas only. No pets may be allowed to urinate or defecate on the lawns or grassy areas. Any accidental defecation must be picked up and disposed of by the resident immediately.

8. Resident is responsible for the cost of all damages to the premises or property. Resident understands that pet damages frequently exceed the amount of security deposit. Resident agrees to pay in full any outstanding balance within thirty (30) days of vacating.

9. Having a pet in this community is a privilege, not a right. Any violation of this agreement will result in a notice to remove the pet or vacate the premises in accordance with Virginia law.

I have read and understand the terms and conditions of this agreement, and will abide by them at all times while I am a resident of Forest Glen at Sully Station

Resident Signature

Date

Property Manager

Agent for Forest Glen at Sully Station

Date